**Port Perry Farmers’ Market**

**Vendor’s Handbook**

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**1. PURPOSE**

The purposeof this Vendors’ Handbook is to outline the organization and operation of the Port Perry Farmers’ Market Association (PPFMA) and the rules and regulations governing the Board of Directors and Market Vendors. Questions and matters not covered in this handbook are to be referred to the Market Manager for follow-up.

**2. ORGANIZATION AND OPERATION**

The organization and operationof the PPFMA are detailed in it’s Constitution and By-laws. The PPFMA is governed by a Board of Directors elected from and by vendor members. A Market Manager, engaged by the Board of Directors, is responsible for the day-to-day management and operation of the Market. The PPFMA is a member of Farmers Markets Ontario.[[1]](#footnote-1)

**3. MISSION OF THE PORT PERRY FARMERS’ MARKET ASSOCIATION**

To promote and encourage the development of local small scale agricultural and specialty products by providing a dynamic Marketplace to make available their products to the consumer.

**4. MARKET LOCATION, DATES, HOURS OF OPERATION, AND SEASON**

The Market location, dates, hours of operation, and seasonare determined by the PPFMA Board of Directors.

As of 2022, the Market’s season is Saturdays from 8:00 am to 2:00 pm beginning the long weekend in May to and including Thanksgiving weekend.

**5. VENDOR FEES**

**2022 Vendor Fees**

The standard sales area/stall measures 10’ x 10’.

**Full Season Attendance at the Market for the full season:**

$335.00 for one stall (includes PPFMA membership)

$100.00 for each additional stall to a maximum of 3 stalls

Includes Membership Fee

**Part Season Attendance at the Market for 5 consecutive weeks in one season:**

$160.00 per stall

Includes Membership Fee

**Weekly Attendance at the Market on a daily basis for one but no more than four days in one season:**

$160.00 per stall

**6. VENDOR APPLICATION AND SELECTION** **PROCESS**

**Application**

Every vendor must complete and submit to the Market Manager a Vendor Application form. This agreement is made annually between the PPFMA and the vendor, who agree to enter into a contract for their mutual benefit and to set out the terms and conditions of their participation in the Market as detailed in the Constitution and By-laws of the PPFMA and this handbook. The purpose of this contract is to maintain a high-quality, producer-based Market, to provide a variety and balance of products, to ensure fairness to all vendors, and to ensure that vendors abide by the rules of the Market and governing legislation. This contract also documents all of the products approved for sale at the Market.

**Review**

Completed Vendor Application and Agreement forms will be reviewed by a Vendor Approval Committee comprised of three members of the PPFMA Board of Directors and the Market Manager. The following factors will be considered by the Vendor Approval Committee:

1. Are the items offered for sale produced by the applicant?

2. Are the items offered for sale produced within 100 km radius of the Township of Scugog.

3. Are the items of high quality?

4. Are the items compatible with other products sold at the Market, that is, suitable for a Farmers’ Market?

5. Do the items upset the balance of similar products offered by other vendors?

For new and returning vendors with new products, samples, if requested,

must be presented to the Market Manager prior to Market day. No samples will

be considered on a Market day.

For arts and crafts, the following factors, in addition to those listed above, will

be assessed:

1. Craftsmanship and quality.

2. Creativity and originality of concept.

3. Value added to original or natural materials used in the finished product.

**Approval**

The Product Approval Committee, comprised of the Chair of the Board of Directors and the Market Manager, decides acceptance or rejection of each product.

Decisions to reject a vendor or product will be communicated to the vendor in writing. Applicants may request in writing reconsideration by the Board of Directors decisions made by the Vendor Approval Committee and the Product Approval Committee. The request must state the decision being contested, the reason(s) for the contestation, and provide any supplementary, additional, or new information which the Applicant believes was overlooked or not considered at the time of the previous decision.

If, after approval of original product lists, vendors wish to sell items that represent a major departure from the product(s) originally approved, or are accessory items that have been purchased by the vendor to make the self-produced items more attractive, they must submit the item(s) to the Product Approval Committee for approval before they can be offered for sale.

The Market Manager will maintain a list of all products approved for sale at the Market.

**7. VENDOR RESPONSIBILITIES**

1. **Compliance**

Vendors shall make themselves aware of and fully comply

with the Port Perry Farmers’ Market Association Constitution and By-laws,

this Handbook, and governing Municipal, Provincial, and Federal legislation. Failure to do so shall be grounds for termination

of the Vendor Agreement and membership. The Board of Directors

reserves the right to appoint the Market Manager and/or members of

the Board of Directors to visit a farm, home, or workshop to verify

compliance.

2. **Market Attendance and Set-Up**

Vendors shall inform the Market Manager if they are unable to attend the Market within a minimum of 24 hours of the Market day. Vendors shall be set-up by 7:45 am on Market day.

3. **Legislation**

Vendors shall make themselves aware of, and comply with, all Municipal, Provincial, and Federal Laws and Regulations governing the sales, packaging, labeling, measures, and health and safety of the products offered for sale at the Market. The PPFMA is not responsible for advising Vendors of these Laws and Regulations or for any dealings with government officials that visit the Market for the purpose of conducting inspections.

4. **Payment of Fees**

Full season and part season fees shall be paid at the time the Vendor Application form is submitted for approval. Booth/stalls will not be reserved until payment is received in full. Weekly fees must be paid a minimum of seven days prior to a scheduled Market day.

5. **Punctuality**

Late arrivals and early departures disrupt the Market, annoy customers and other vendors, and are a safety issue. Vendors who arrive late or leave early will first be warned in writing by the Market Manager on each occasion and, if they are late two additional times or depart early two additional times, will be terminated.

**Late Arrivals**

Vendors shall be considered late if they have not complied with the following by the designated opening time:

* Arrived at the Market;
* Completed setting up their booth and moving their vehicle out of

the customer area at least 15 minutes before Market opening.

If a Full or Part season vendor has not arrived at the Market a minimum of 15 minutes before opening time, the Market Manager, at her discretion, may assign the booth/stall to a Weekly vendor for the day.

**Early Departures**

Vendors shall keep their booths/stalls open during the hours of operation of the Market and not begin to take down prior to the designated closing time. In no case shall a vehicle be permitted to move within the Market area until the Market closes. All vendors shall leave the Market area no later than one hour after the Market closes.

6. **Product Quantities**

Vendors shall bring enough product to last for the entire Market day. Exceptions may be made for reasons of product supply beyond the control of the Vendor.

7. **Displays**

The PPFMA does not provide any materials or equipment. Vendors are responsible for providing, setting up, and taking down all of their materials and equipment (displays, tables, chairs). Booths/stalls are to have an attractive and professional appearance, enhanced by good presentation and cleanliness. Tents, canopies, awnings, and other portable shelters must be secured to the ground on four or more legs by sufficient weight, to ensure the tent does not cause a health and safety hazard to the public. All materials and equipment are to be removed from the Market area no later than one hour after the Market closes.

8. **Parking**

Parking spaces adjacent to the designated Market area shall remain available clear for Latcham Centre Users and Market customer parking. Vendors may temporarily park in these parking spaces during set-up and take-down only. Vendors shall park their vehicles and trailers for the remainder of the Market day in the Municipal Parking Lot north of the Canadian Imperial Bank of Commerce (CIBC) building.

9. **Conducting Business**

Vendors shall remain in their own booths/stalls when selling. Sales must be conducted in an orderly and professional manner. No shouting, calling out to passing customers, or other objectionable means of soliciting trade shall be permitted.

10. **Pricing**

All items offered for sale shall have prices prominently and clearly displayed. Vendors shall not practice distress pricing by undercutting other vendors or dumping products at bargain or sale prices. Volume buying sales incentives (e.g. “$2 each – 3 for $5”) are permitted. Incentives that present a flea market image (e.g. “Year-end Sale”, “Buy Two Get One Free” or “50% discount”) are not permitted.

11. **Personal Hygiene and Health**

Vendors and their staff shall maintain a high standard of personal hygiene and cleanliness. Vendors shall make every effort to prevent the transfer of bacterium, virus, or other microorganism that can cause disease. Vendors shall abide by all health and safety protocols as required by the Region of Durham Health Department as it relates to the Pandemic.

12. **Refuse**

Booths/stalls shall be kept free from refuse during the Market day. At the end of the Market day, all refuse shall be removed from the Market area by the Vendor. This is critical for produce and food vendors due to the risk of vermin.

13. **In-Booth/Stall Storage**

Storage containers and equipment shall be confined to the Vendor’s

booth/stall and kept out of sight.

14. **Alcohol**

Alcoholic beverages shall not be consumed during the hours of operation of the Market except for samples offered to members of the public by Vendors representing breweries, cideries, and wineries.

15. **Smoking**

Vendors and their staff shall not smoke or vape within the Market area.

16. **Currency**

The acceptance of currency other than the Canadian dollar is at the discretion of the Vendor.

17. **Insurance**

The PPFMA carries basic liability and property damage insurance through an annual policy with Farmers’ Market Ontario that covers the Board of Directors, Vendors, and the Township of Scugog.

18. **Permits**

Every vendor selling food requires a permit from the Region of Durham Health Department. Each Vendor shall submit a copy of any required permits, if applicable, with the Vendor Application Form.

**8. BOOTH/STALL ALLOCATION**

1. Basic Booth/Stall Size

The basic booth/stall dimensions are 10’ x 10’.

2. Multiple Booth/Stall Sizes

Vendors may apply for multiple booths/stalls but the allocation

is subject to available space. The maximum booth/stall space

that may be allocated to one Vendor is 30’ (3 basic spaces).

3. Sub-letting

The sub-letting of a Vendor’s booth/stall shall not be permitted.

4. Booth/Stall Locations

During the Pandemic, Vendor vehicles may be used to separate vendors and control customer movement throughout the Market area. Full Season vendors will be assigned permanent locations beginning at the entrance to the Market area. When a full season vendor is unable to attend a Market, a sign will be placed in their space to communicate their absence and the anticipated date of return.

**Booth/Stall spaces shall be allocated in the following manner:**

1. Returning Full Season Vendors shall have the right of first refusal

to occupy their previous year’s location, and the first choice over

other Vendors for relocation of their booth/stall if they wish to make a change;

2. New Full Season Vendors;

3. Part Season Vendors;

4. Weekly Vendors on a first-come, first-served basis.

The Market Manager, or her designate, is responsible for the final allocation of booths/stalls at the Market.

5. Hydro

Beginning in 2022, the Township of Scugog’s hydro outlet is not available for Market use. The PPFMA has purchased a portable generator for use by approved Vendors. The Market Manager will approve and co-ordinate access to the generator. Produce and food vendors shall be given priority.

6. Vendor Signs

All Vendors shall display a sign with the name of their farm/business at their booth/stall.

**9. MARKET MANAGER RESPONSIBILITIES**

1. Day-to-Day Operation of the Market

The Market Manager supervises the day-to-day operation of the Market and ensures Vendor compliance with the PPFMA Vendor Handbook.

2. Vendor Compliance with Vendor Handbook

The Market Manager reports all violations of Vendor compliance with the Vendor Handbook to the Chair of the Board of Directors. The Market Manager will first discuss the violation with the Vendor. If the violation continues, the Market Manager will issue a written warning to the Vendor. If the violation continues following the written warning, the Chair of the Board of Directors may approve suspension of the Vendor for one or more Market days and report the matter to the Board of Directors.

3. Collection of Fees

The Treasurer, or her designate, shall collect and deposit all Vendor fees. Vendors shall not set up on any Market day until all required fees are paid. A $50 charge shall apply to NSF cheques.

4. Allocation of Space

The Market Manager, or her designate, assigns all booth/stall spaces.

The Market Manager assigns space taking into consideration:

* Booth/stall availability;
* Priorities listed in Section #8 above;
* Vendor attendance record, including late arrivals and early departures;
* Product category and its compatibility with products of nearby Vendors;
* Special requirements such as generator and large vehicle parking.

The Market Manager, or her designate, may relocate a vendor for reasons of health and safety, product compatibility, or other reason as determined at her discretion.

5. Removal of Persons

The Market Manager, at her discretion, has the authority to request any Vendor or other person to leave the Market area and, if necessary, to call the Durham Regional Police for assistance.

6. Community Booth/Stall

A Community booth/stall shall be available, at no cost, to charity and non-profit organizations and groups, for fund-raising, promotional and educational purposes, at the discretion of the Market Manager. A representative of the organization or group shall be named as responsible for leaving the PPFMA’s tent and weights in the same condition as received. The PPFMA does not provide any other equipment or supplies for this purpose.

7. Entertainment

The Market Manager, or her designate, shall engage, organize and supervise those persons providing entertainment on behalf of the Market.

8. Resolution of Complaints

See Section ~~#~~10 below.

10. **COMPLAINTS AND CONCERNS**

**Vendors**

Vendor complaints or concerns regarding the operation of the Market shall be directed to the Market Manager in a timely manner that is not disruptive to the Market. If the matter is not resolved by the Market Manager to the satisfaction of the Vendor, the Vendor shall submit their concerns to the Chair of the Board of Directors in writing for submission to, and resolution by the Board of Directors at the next available meeting.

**Customers and Others**

Customer complaints or concerns shall be directed to the Market Manager in a timely manner that is not disruptive to the Market. If the matter is not resolved by the Market Manager to the satisfaction of the customer, the customer shall be encouraged to submit their concerns to the Chair of the Board of Directors in writing for submission to, and resolution by the Board of Directors at the next available meeting.

11. **CONTACT INFORMATION**

Market Manager

Kristin Law Phone/Text: 416-710-3562

portperryfarmersmarket@gmail.com

Chair of the Board of Directors

Jessica Foote Phone/Text: 905-986-9612

[info@lunargardens.ca](mailto:info@lunargardens.ca)

Treasurer

Diane Knutson Phone/Text: 905-439-9605

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1. [www.farmersmarketsontario.com](http://www.farmersmarketsontario.com) [↑](#footnote-ref-1)